

1 John C. Otten  
2 2689 Dalisay Street  
3 San Diego Ca 92154

FILED

08 FEB 11 AM 10:29

CLERK, U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

4  
5 THE UNITED STATES DISTRICT COURT  
6 SOUTHERN DISTRICT OF CALIFORNIA  
7

CP

DEPUTY

John C. Otten

) Case No.: '08 CV 0254 JM JMA

Plaintiff,

) Complaint to Action of Quiet Title  
9 ) FRCP

vs.

)

11 Home Coming Financial Mortgage ,  
12 Navy Federal Credit Union,  
World Savings,

)

)

)

Defendants

19  
20 "Here comes the Plaintiff John C. Otten , Has Exhausted All  
21 Administrative Process under Notary Protest/ Certificate of Protest  
etc. bringing this Article III Court Claim/ Action to Quiet Title/  
22

**International Protocol of the United Nations Convention**

**on International Bills of Exchange and International Promissory**

**Notes.** This controversy is over One Million Dollars and it also  
involves (1) real properties; located at (**loan no. 7440515708**

**Property Location :** 2689 Dalisay Street San Diego Ca 92154

28  
**Jurisdiction of the Court**

The original jurisdiction was granted to the United States District Court Common Law Jurisdiction by Article III, section 2; Judicial power of the United States shall be vested in the Supreme Court by the Constitution for the United States of America. The Amendments 1-10, absolutely, and without qualification petition relief upon the Constitution, which has not been abolished and repealed by Congress.

The jurisdiction of this subject matter involves real property, constructive fraud, misinformation, failure to give full disclosure of contract, counterfeiting securities, conspiracy, and violation of Regulation Z of the Truth and Lending Act/ and GAAP/ the Federal Reserve Board Regulation. In further notice of jurisdiction and judicial notice the Secured Party, John C. Otten , reserves all rights, waiver none ever, displaying of Bonds (Financial Statement) from the Secretary of State. A claim of relief can only be granted under the Bankruptcy Reform Act of 1978 (Bankruptcy Emergency Act), House Joint Resolution-192 Public Policy, and the Uniform Commercial Code (UCC) at UCC 3-601 and UCC 3-603, a certificate of protest of dishonor of International Bill of Exchange Pursuant to the International Protocol of United Nations pursuant to the International Protocol of the United Nations, to the Comptroller of the Currency by notary public.

Additional jurisdiction pursuant to the Federal Tort Claim Act, which grants jurisdiction over subject matter/ Title 18 is enforcement of criminal elements, and furthermore, the United States District Court has original jurisdiction pursuant to 28 U.S.C., Cal 251, scope and extent of jurisdiction of Federal Court/ and thus grounds, which governs jurisdiction and remedies under Title 42, 1983 and 1984 is operational under the color of State Law and offices.

#### **Parties of Interest**

John C. Otten Plaintiff at all times mentions Secured Party,  
Defendant at all times Mentioned is: 1) The CEO of Home Coming Financial

## **2) The CEO of World Savings, Navy Federal Credit Union**

**Failure to Give Full Disclosure of Regulation Z of the Truth in Lending Act, pursuant to  
Title 5 U.S.C. section 1635(a) and Title 12 CFR 226.23 (d)(i).**

**Invasion of International Protocol of the United Nations Convention on International Bills  
of Exchange and International Promissory Notes/ House Joint Resolution- 192 (the  
United States insurance policy),and the Emergency Bankruptcy of 1933, Am Jur. 2d 81.**

## Fact

On or around June, 2006 an agreement was made between **HOME**  
**COMINGS FINANCIAL**, Navy Federal Credit Union, **ASBC MORTGAGE** and the Grantor,  
John C. Otten

The Grantor, \$525,000.00 tendered in full with good faith funds the said amount of the  
property (\$400,000.00 to over \$600,000.00) by commercial instrument No. 106/ Bill of  
Ex359225396change John C. Otten was then waiting for the notice of full Reconveyance of the  
Deed of Trust of said property by the President or Vice President of **HOME COMINGS**  
**FINANCIAL**. The Grantor, John C. Otten in good faith, honored and sent, by  
independent courier, a payment in full of the full amount of the property. The affirmative fact,  
due to the Dishonor mentioned in the above waiver of rights pursuant to the our settlement  
agreement and stipulations, that any dishonor/ arguments the grantor can regain his rights and the  
original Deed of Trust was rescinded in good faith due to the following reasons: Under the  
Statues of Fraud and the President/ Vice President of **HOME COMINGS FINANCIAL, NAVY**  
**FEDERAL CREDIT UNION**,  
dishonored/failed to give full disclosure pursuant to Regulation Z of the Truth-in-Lending Act  
pursuant to the Freedom of Information Act, that lawful money was loaned out.  
**HOME COMINGS FINANCIAL, NAVY FEDERAL CREDIT UNION, Dishonored** by  
silence, John C.. Otten

1 Request to all the Corporations listed in the above to have a professional accountant to  
2 check the credit and debit of the account.

3 B) The President and Vice President of **HOECOMINGS FINANCIAL, NAVY FEDERAL**  
4 **CREDIT UNION, World Saving,**

5 refused to sign under there **full commercial liability under the penalty of perjury by sworn**

6 **Affidavit/ Jurat** that pursuant to article 1 section 10 of the Constitution for the United States of  
7 America, lawful money was loaned out to the Plaintiff John C. Otten does not qualify pursuant to  
8 the personal belief of the Defendants President and Vice President  
9 of **HOECOMINGS FINANCIAL** who feel that John C. OTTEN / Non-Joint  
10 tenant

11 Doesn't qualify under the United States insurance policy, which is **House Joint**  
12 **Resolution-192 and its responsibility to discharge all public and private debts, pursuant the**  
13 **Emergency Bankruptcy/ Executive order of President Roosevelt in 1933.**

14 The ultimate fact due to the dishonor/ unethical and outrageous business practice of the Defendant

15 **HOECOMINGS FINANCIAL, NAVY FEDERAL CREDIT UNION**, John C. Otten , in his  
16 own stead, gave notice of rescission of

17 the Deed of Trust under the statutes of fraud and also due to breach of agreement/ dishonor of the  
18 administrative process, in which John C. Otten/Non-Joint tenant **honored/ regained his**

19 **power to hire a notary to do a certificate of protest of the dishonor to the Secretary of the**

20 **Treasury and the Insurance Commissioner and the Comptroller of the Currency. Due to**

21 **dishonor/ continued arguments and outrageous and unethical business practices of the,**

22 **HOECOMINGS FINANCIAL, NAVY FEDERAL CREDIT UNION**, under the color of office  
23 and State Law.

24 The affirmative fact, that I, John C. Otten/Non-Joint tenant, further  
25 have reason to believe that the general public and the public at large are in jeopardy

1 due to these unethical business practices and the President and Vice President of  
2 **HOECOMINGS FINANCIAL, NAVY FEDERAL CREDIT UNION, World Saving** And the  
3 Named Defendants ,Mention in the above willful refusal to give full disclosure pursuant to  
4 Regulation Z of the Truth in Lending Act and am expecting Relief under said act. This is the reason  
5 I, John C. OTTEN honor the defendant's mutual administrative settlement agreement( Conditional/  
6 Full Acceptance) and

7  
8 stipulations to have filed, a Quiet title under the rules of the common law, to test the Validity  
9 and let the Jury make the Determination whether there is a Breach of Contract between the  
10 Grantor and the Grantee, who is the lawful owner of the property. The Quiet title is also to test  
11 the validity to whether there was a breach of agreement or a breach of duty of the Defendants  
12 **HOECOMINGS FINANCIAL, NAVY FEDERAL CREDIT UNION, World Saving**,to give  
13 full Reconveyance of the property.

14 To Further Test the Validity of whether the President/ Vice President of **HOECOMINGS**  
15 **FINANCIAL, World Saving** has the right to enforce an acceleration clause that is on the deed  
16 of trust, when a payment in full was dishonored by the Defendants and when there is evidence  
17 that the defendant never loaned anything of substance to John C. Otten  
18 and, does **HOECOMINGS FINANCIAL, NAVY FEDERAL CREDIT UNION, World**  
19 **Saving** qualify for the security/ estate to

20 foreclose on the security. John C. Otten has reason to believe that the President/ Vice  
21 President of **HOECOMINGS FINANCIAL, NAVY FEDERAL CREDIT UNION, ,** in want  
22 of Jurisdiction/acceleration clause

23 after the dishonor the \$1,500,000.00, for which **HOECOMINGS FINANCIAL**  
24 apologized for any inconvenience in an unsigned cover letter by  
25 President/ Vice President of **HOECOMINGS FINANCIAL, NAVY**  
26 **FEDERAL CREDIT UNION, World Saving** (see attachments). Also due to the  
27 affirmative fact that John C. Otten/Non-Joint tenant registered a UCC-1 financing  
28 statement with the Secretary of the State and transmitted utilities to the Secretary of the Treasury and

1 notified all parties of her status. The Secured Party, John C. Otten , with UCC-1 Financial  
2 Statement with the Secretary of State, gave 72 hour notice to all parties of interest, of transmitting  
3 utilities (UCC-3) and through means of Bill of Exchange Pursuant to the International Protocol of  
4 United Nations, "acceptance for value" and notice of rescission, due to failure to give full disclosure,  
5 for said amount of One Million five Hundred Thousand Dollars and zero cents lawful money, which  
6 was sent to the Secretary of the Treasury for adjustment of my prepaid account under Public Policy  
7 HJR-192, Emergency Bankruptcy Act of 1978, which was transmitted by the Chief Justice of the  
8 Supreme court to Congress, wherefore the Secured Party Reserves Right by Judicial Notice to all of  
9 that which is mentioned in the above of how a claim of relief can be granted. Please take Judicial  
10 Notice to the Ninth Circuit Ruling: Yanamoto V. Bank of New York, 329 f3d 1167; In 2003 the  
11 Judge

12 mandated to Grant Relief and a Judge does not have any jurisdiction or discretion over anything  
13 that has to deal with Regulation Z.

14 The respondent failed to respond within the 21 days as requested or cancel the transaction and  
15 return the property back (Rescission and Replevin).

16

17 **Judicial Notice of International Protocol of the United Nations Convention on**  
18 **International Bills of Exchange and International Promissory Notes/**  
19 **Counterfeiting Securities of the United States**

20

21 The Secured Party, John C. Otten declares and is informed that  
22 **HOMECOMINGS FINANCIAL, NAVY FEDERAL CREDIT UNION, World Saving**, willfully  
23 failed to give full disclosure,  
24 according to Regulation Z and the Truth and Lending Act, of check book  
25 credit/debit, a.k.a. letter of credit (bill of credit) and they  
26 declined to have an independent, certified accountant to review  
27 the lawful money that was originally loaned to see if there was  
28 clean hands in the above matter.

1      **The Secured Party**, John C. Otten **further affirms and is informed** that  
 2      the president/ vice president of     **HOMECOMINGS FINANCIAL, NAVY**  
 3      **FEDERAL CREDIT UNION, World Saving** further declined to sign the affidavit under the  
 4      penalty of perjury, and also further  
 5      declined in setting a public conference and invitation of the press/ media in front of the place  
 6      of business of **HOMECOMINGS FINANCIAL, NAVY FEDERAL CREDIT UNION, World**  
 7      **Saving** to answer one hundred and  
 8      fifty questions/ schedule within a specified time, which was also declined by the defendant  
 9      **HOMECOMINGS FINANCIAL, NAVY FEDERAL CREDIT UNION, World Saving**, who  
 10     continue to this day to refuse to  
 11     give full disclosure that check book entries/ debit credit was created, and no lawful money was  
 12     lent to the Plaintiff. For this reason, the Secured Party has reason to believe that all of that  
 13     mentioned in the above qualifies as counterfeiting securities of the United States, which is a  
 14     violation of the Securities and Exchange Commission Act of 1933 and 1934.

15     **International Protocol/ Treaty with the United States/ United Nations Convention on**  
 16     **International Bills of Exchange and International Promissory Notes( Security Exchange**  
 17     **Commission Act of 1933)** Article 1, section 8, clause 6 in the Constitution for the united States  
 18     of America provides that, “**the Congress shall have power to provide for the punishment of**  
 19     **counterfeiting the securities and current coin of the United States.**

21           Pursuant to Title 28 U.S.C., section 4 of the Commission of Crimes Cognizable by a  
 22     Court of the United States under Title 18 U.S.C. section 513 to wit 513(a), whoever makes utters  
 23     or possesses a counterfeited security in a private capacity of a state or a political subdivision  
 24     thereof, or of an organization, or government shall be fined not more than \$250,000.00 or  
 25     imprisoned not more than ten years or both. See also section 2311, 2314, and 2320 for additional  
 26     fines and sanctions. Among the securities defined at 18 U.S.C. 2311-15 included evidence of  
 27     indebtedness, which, in a broad sense may mean anything that is due or owing, which would  
 28

1 include a duty, obligation, or right of action. The negotiable instrument that was deposited in the  
2 above mentioned account, qualifies as counterfeited securities.

3

4 **Failure to give full disclosure of contract according to the Truth and Lending Act and**  
5 **Regulation Z**

6

7 The Secured Party, John C. Otten , reserve all rights and remedy  
8 under the Uniform Commercial Code and the Emergency Bankruptcy  
9 Act/Bankruptcy reform act of 1978, wherefore the Chief Justice  
10 transmitted to Congress that all courts of the United States are  
11 subject to the Bankruptcy Court and the Bankruptcy code is the  
12 Supreme Law of the Land. For the affirmative fact the Secured  
13 Party, pursuant to Public Policy HJR-192, Bill of Exchange  
14 Pursuant to the International Protocol of United Nations for One  
15 Million Five Hundred Thousand Dollars and Zero Cents, the Secured  
16 Party transmitted Utilities to the Secretary of State and the  
17 Secretary of the Treasury, instructing all parties to make  
18 adjustment of account, wherefore the defendant and all parties of  
19 interest have currently been served.

20

21

22

23

24

25 **Statement of Fact**

26

27 The Secured Party John C.Otten , attests and is informed  
28 that all rights are reserved under the Special-Choice-of-Law-

1 Rule, Article 3 Court Proceeding , Pursuant to the 7<sup>th</sup> Amendment  
 2 of the Constitution for the united States of America / According  
 3 to the Rules of the Common Law of England, and further judicial  
 4 Notice if their no Remedy within 21 day pursuant to the 9<sup>th</sup>  
 5 circuit of the court of appeal , Judicial Notice that  
 6 Alternative Relief can be Granted? Post Master Embassy by  
 7 Certificate of Protest to the International Protocol and Domicile  
 8 Rule, Universal Declaration of Human Rights, International Bill  
 9 of Rights, and the United Nations Convention on International  
 10 Bills of Exchange and International Promissory Notes. If there  
 11 is any Administrative Court proceeding that has invaded U.S. Code  
 12 and the 9<sup>th</sup> Circuit Ruling in Yamamoto v. Bank of New York, 329  
 13 F3d 1167 (9<sup>TH</sup> Cir 2003) Regulation Z Mandated to all state/  
 14 federal agency cannot make any Judicial discretion but is further  
 15 mandated to Grant Relief within 21 days).

16 Further definition of credit, "in the Federal consumer Credit Protection Act, Truth in Lending Act  
 17 (Title 15 U.S.C.) As set forth in Regulation Z (12 CFR 226): Credit means the right granted by a  
 18 creditor to a debtor to defer payment of debt or to incur debt and defer its payment. The Secured  
 19 Party, John C. Otten Foreign State National Non-Joint tenant is further informed that it is the  
 20 responsibility of the lender (creditor) **HOMECOMINGS FINANCIAL, NAVY FEDERAL**  
 21 **CREDIT UNION, World Saving** to give  
 22 full disclosure of contract pursuant to the **Freedom of Information Act** and delegated authority  
 23 of right or executive order by Legislature to defer payment, and give a letter of credit/ check book  
 24 entries/ and no loan, no lawful money according to Article 1, Section 10, clause 1 of the Federal  
 25 Constitution mentions; "**no state shall enter into any treaty, alliance, or confederation, grant**  
 26 **letter of marquees and reprisal, coin money, emit bills of credit..." And it further mentions**  
 27 **the only lawful tender is gold and silver coin, Am Jur 2d 81.**

28 The affirmative fact is that the President/ Vice President of **HOMECOMINGS FINANCIAL,**  
**NAVY FEDERAL CREDIT UNION,**

1  
2 **World Saving**, and cohorts, also dishonored/ failed to disclose that the original loan was created  
3 by a check book entry, which may be sold in the open market (as a promissory note) for 80-90  
4 cents on the dollar with no consideration to the plaintiff. The defendant further failed to disclose  
5 the loan was pre-paid and the plaintiff would be converted into a joint tenant for 30 years. It also  
6 was not disclosed to the plaintiff that she was a Joint Tenant/ Mortgage was a lien and all monthly  
7 payments of Federal Reserve Notes, tender for debt. ("Federal Reserve Notes are valueless" see  
8 Internal Revenue Code at Section 1. 1001-1 (4657) C.C.H.

9  
10  
11 See **Jerome Daly v. First National Bank of Montgomery, Minn., Justice Martin v.**  
12 **Mahoney Credit River Township, December 7-9 1968. Ruled that Federal Reserve Notes**  
13 **were fiat money and not legal tender after jury deliberation and return a unanimous verdict**  
14 **for defendant after bank president admitted it was standard banking procedure in that he**  
15 **created the "money" he loaned to the defendant as a book entry on December 7th at the**  
16 **conclusion of trial, the mortgage was canceled.**

17  
18 The Secured Party, John C. Otten further has reason to believe this  
19 operation under the color of authority by President/ Vice President of **HOMECOMINGS**  
20  
21 **FINANCIAL, World Saving** is in direct violation of the Constitution for the united States of  
22 America, also the International Protocol (United Nations Convention on International Bills of  
23 Exchange and International Promissory Notes, and the U.S. Federal Constitution, which prohibits  
24 Bills of credit, and authenticates securities of the United States and further defer payment with  
25 the people and the general public at large. The Secured Party,  
26 John C. Otten in his own stead, rescinded the loan contract due to constructive fraud and usury,  
27 and also due to unethical business practice, and furthermore demands a **special well informed**  
28 **grand jury of the rules of the Common Law/ Article III Court Proceeding/ International**

1  
2 **Protocol/ treaties of the United Nations Convention on International Bills of Exchange and**  
3 **International Promissory Notes. Further investigation of Violation of the Securities and**  
4 **Exchange Commission Act of 1933 and 1934 the RICO allegation/ criminal elements.**

5  
6 **Judicial Notice of How a Claim of Relief Can be Granted**

7  
8 The Secured Party, John C. Otten gives Judicial Notice to the United  
9 States District Court that relief can only be granted under her  
10 bond/UCC-1 Financing Statement/ Article III Court Proceeding  
11 under the rules of the Common Law, all rights reserved, waiver  
12 none ever to an Article II Maritime Court proceeding. Further  
13 relief can be granted? A) Regulation Z of the Truth in Lending Act  
14 Title 5 USC Section 1635 (A) and the Title 12 CFR 226.23 (d) (i),  
15  
16 9<sup>th</sup> Circuit ruling in Yamamoto v. Bank of New York, 329 F3d 1167.  
17 per Regulation Z Action for rescission and Replevin is further  
18 Authorized Per House Joint Resolution-192/ the Emergency  
19 Bankruptcy of 1933. B) My bond UCC-1 financial Statement/  
20 Transmitting Utilities Under Public Policy HJR-192, the  
21 Bankruptcy Reform Act of 1978/Emergency Bankruptcy Act and  
22 adjustment of my pre-paid account with the Secretary of State  
23 and the Secretary of the Treasury in exchange with my exemption,  
24 and release of all property/proceeds to the Secured Party in  
25 Accordance with the Uniform Commercial Code.

26  
27 **C) Under the Settlement agreement and the stipulations between the parties, Non-Joint**  
28 **tenant and the President/ Vice President of HOMECOMINGS FINANCIAL, NAVY**  
**FEDERAL CREDIT UNION, World Saving**

1 In further Judicial Notice, the plaintiff/ Secured Party,  
2 John C. Otten , honor any and all arguments and anticipate dishonor of the President/ Vice  
3 President of **HOMECOMINGS FINANCIAL, NAVY FEDERAL CREDIT UNION, World**  
4 **Saving** and its attorneys, to continue to **Dishonor/ harassment of the Secured Party by**  
5 **threatening of non-judicial foreclosure in**  
6 **state court, by interference of a third party/ silent partner or newly appointed trustee**, after  
7 secured party notice of rescission/termination of the former trustee and demand according to the  
8 Secured Party's mortgage insurance Company policy to pay off the balance, which was also  
9 refused pursuant to the United States insurance Policy, which is House Joint Resolution-192.  
10

11 **Conclusion**  
12

13 The Secured Party, John C. Otten, **honors** and further anticipates that  
14 the President/Vice President of **HOMECOMINGS FINANCIAL, NAVY**  
15 **FEDERAL CREDIT UNION, World**

16 **Saving Dishonor by invasion of administrative settlement agreement between the parties, by**  
17 **political arguments and debates on Points and**

18 **Authority contrary to the principles of the National Banking Association Act of 1863** in a  
19 spurious attempt to cover up the RICO and unclean hands, request an order for dismissal due to  
20 plaintiff's failure to post bond or state how a claim of relief can be granted, when the affirmative  
21 fact shows the Acceptance for value by the Secured Party, see exhibit of bond, a.k.a. financial  
22 statement/transmit of utilities and adjustment of account has been taken care of under Public  
23 Policy HJR-192/Emergency Bankruptcy Act of 1933, which the plaintiff gives Judicial Notice of  
24 the settlement agreement and stipulations and this is how a claim of relief can be granted under  
25 my bond/Financing Statement Registered with the Secretary of State and all of the mentioned in  
26 the above.

## Prayer

1) Request to the Court that the President/ Vice President of **HOMECOMINGS FINANCIAL, NAVY FEDERAL CREDIT UNION**.

**World Saving** honor the terms and conditions of the settlement agreement between the parties  
Special Request that this controversy is governed only according to the rule of the Common Law  
Article III proceeding, waiver of Rights none ever to special Maritime Territory and Jurisdictional  
proceeding of legislative none ever, unless signed by a notary public. and .Certificate of Protest to  
The Postmaster General Embassy etc.

2) Request to the Court that the President/ Vice President of **HOMECOMINGS FINANCIAL, NAVY FEDERAL CREDIT UNION, World Saving**, the terms and conditions of the settlement agreement between the parties request

for three times the above and the amount of the Bill of Exchange Pursuant to the International Protocol of United Nations, which will be presented at trial.

3) Request to the Court that the President/ Vice President of **HOECOMINGS FINANCIAL, NAVY FEDERAL CREDIT UNION, World Savings Honor** the terms and conditions of the settlement agreement between the parties

the President/ Vice President of **HOMECOMINGS FINANCIAL, NAVY FEDERAL CREDIT UNION, World Saving**, cease and desist all commercial **dishonor/failed** to give full disclosure pursuant to Regulation Z of the

Truth-in-Lending Act, that lawful money was loaned out **HOMECOMINGS FINANCIAL, NAVY FEDERAL CREDIT UNION.**

**World Saving Dishonored** by silence, John C. Otten Request to have a professional accountant to check the credit and debit of the account. Request that this court accept my bond UCC-1 financial statement by the Secretary of State and give further Judicial Notice of Full Acceptance of the Defendant's Dishonor and accept it for value and exchange in behalf of his exemption and further release the property to him before the end of business hours, which will conclude any and all commercial transaction, which includes but is not limited to the Defense's spurious claims of defective service to authorized agent/ other political arguments and debates that are contrary to Regulation Z of the Truth-in-Lending-Act/ the Security Exchange Commission of 1933 and 1934/ House Joint Resolution-192, which is the United States Insurance Policy. This is also includes in the acceptance and merit evidence that a claim of relief has been mentioned according to HJR-192 Public Policy and the Bankruptcy Reform Act of 1978/ Uniform Commercial Code.

4) Request to the Court that the President/ Vice President of **HOECOMINGS FINANCIAL, NAVY FEDERAL CREDIT UNION, World Saving, Honor** the terms and conditions of the settlement agreement between the parties

to Stay of all dishonor/ non-judicial foreclosure proceeding, stay of harassment of the defendant and its silent partner Third Parties Interference, without Bonds for Professional Performances etc

1       5) Request to the Court that the President/ Vice President of **HOECOMINGS FINANCIAL,**  
 2 **NAVY FEDERAL CREDIT UNION, World Saving** honor the terms and conditions of the  
 3 settlement agreement between the parties  
 4 and further **relief can only be granted by Regulation Z of the Truth in Lending Act**  
**Title 5 USC Section 1635 (A) and the Title 12 CFR 226.23 (d)(i), 9<sup>th</sup> Circuit ruling in**  
**Yamamoto v. Bank of New York, 329 F3d 1167. per Regulation Z Action for rescission and**  
**Replevin is further Authorized Per House Joint Resolution-192/ the Emergency**  
**Bankruptcy of 1933.**

6  
 7       6) Request to the Court that the President/ Vice President of **HOECOMINGS FINANCIAL,**  
**NAVY FEDERAL CREDIT UNION,**  
 8 **Honor** the terms and conditions of the settlement agreement between the parties to have the  
 9 President and Vice President of , **HOECOMINGS FINANCIAL, NAVY FEDERAL CREDIT**  
**UNION, World Saving** before they hire any Third Party Interferance  
 10 attorney dishonor/protest  
**Honor Draft** (Quiet Title ) that they first swear under their full commercial liability under the  
 11 penalty of perjury and sign a jurat or record a full Reconveyance on the Deed of Trust in the  
 12 County Recorder and do

14  
 15       7) **Judicial Notice of Request for a well informed Grand Jury review, who understands the**  
**rules of the Common Law in an Article III Court proceeding only. By the Plaintiff,**  
 16 **John C. Otten a Foreign National he makes reservation under the Special-Choice-of-Law-**  
**Rule, which is the International Protocol and Domicile Rule, Universal Declaration of**  
 17 **Human Rights, International Bill of Rights, and the United Nations Convention on**  
**International Bills of Exchange and International Promissory Notes. If there is any**  
 18 **Administrative Court proceeding that has invaded U.S. Code and the 9<sup>th</sup> Circuit Ruling in**  
 19 **Yamamoto v. Bank of New York, 329 F3d 1167 (9<sup>TH</sup> Cir 20030 Regulation Z Mandated**  
 20 **to all state / federal agency cannot make any Judicial discretion but is further mandated to**  
 21 **Grant Relief within 21 days) (see further reference: Am Jur 2d 81).whatever the District Court**  
 22 **of the United States Article III Court deem to be just and proper.**

## Verification

The Secured Party, John C. Otten/ Non-Joint tenant, declares and attests that he has Honored all of the President/ Vice President of **HOMECOMINGS FINANCIAL, NAVY FEDERAL CREDIT UNION, World**

Savings notice/ letter of dishonor of the \$400,000.00 to over \$1,500,000.00 letter bond by an Associates/ agents of Accounting who apologized for any inconvenience of returning the \$400,000.00 to over \$600,000.00. In further dishonor by **Invasion of International Protocol of United Nations International Bill of Exchange Pursuant to the International Protocol of United Nations/ by the President/ Vice President of HOMECOMINGS FINANCIAL, NAVY FEDERAL CREDIT UNION, World**

Saving refusal to sign under their full commercial liability under the penalty of perjury and give disclosure pursuant to the Truth and Lending Act/ Regulation Z by signed jurat before a notary public that all loans are lawful money and are backed by gold and silver and the plaintiff, John C. Otten qualifies under the House Joint Resolution-192, the United states insurance policy, (and according to John C. Otten home insurance policy) to have the public debt discharged. Any mention that judicial notice of relief can only be granted under Public Policy HJR-192 and the Emergency Bankruptcy Reform Act of 1978, 45 Am Jur 2d 81 and the President/ Vice President of **HOMECOMINGS FINANCIAL, NAVY FEDERAL CREDIT UNION, World** Saving dishonoring the administrative settlement

agreement between the parties by third parties Interferences(Trustee) non judicial foreclosure/ counter claims/ motion for dismissal shall be viewed as a breach of agreement between the parties shall also be viewed as true and correct.

## Henceforth Submitted

2-10-08 90

John C.. Otten

**UNITED STATES  
DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA  
SAN DIEGO DIVISION**

**# 147453 - BH  
\* \* C O P Y \* \*  
February 11, 2008  
09:43:40**

**Civ Fil Non-Pris**  
USAO #: 08CV0254 CIVIL FILING  
Judge.: JEFFREY T MILLER  
Amount.: \$350.00 CA

**Total-> \$350.00**

FROM: OTTEN V. HOMECOMINGS FINANCIAL  
CIVIL FILING

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

**I. (a) PLAINTIFFS**

JOHN C. OTTEN

(b) County of Residence of First Listed Plaintiff SAN DIEGO  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)  
JOHN C. OTTEN 2687 DALISAY St, SAN DIEGO, CA 92154

**DEFENDANTS**

Homecomings FINANCIAL E D  
PO Box 205 WATERLOO IA 50701-205

08 FEB 11 AM 10 AM DIED

C (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE  
LAND INVOLVED.Attorneys (If Known): 08 CV 0254 JM JMA  
DEPUTY**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

<input type="checkbox"/> 1 U.S. Government Plaintiff	<input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)
<input type="checkbox"/> 2 U.S. Government Defendant	<input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Citizen of This State	<input checked="" type="checkbox"/> PTF 1	<input type="checkbox"/> DEF 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> PTF 4	<input checked="" type="checkbox"/> DEF 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<b>PERSONAL INJURY</b>	<b>PERSONAL INJURY</b>	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<b>PROPERTY RIGHTS</b>	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input checked="" type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 385 Property Damage Product Liability	<b>SOCIAL SECURITY</b>	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 390 Other	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<b>LABOR</b>	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 850 Securities/Commodities/ Exchange
<input type="checkbox"/> 195 Contract Product Liability		<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise		<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 890 Other Statutory Actions
<b>REAL PROPERTY</b>	<b>CIVIL RIGHTS</b>	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 740 Railway Labor Act	<b>FEDERAL TAX SUITS</b>	<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing/ Accommodations	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 444 Welfare			<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment			<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other			<input type="checkbox"/> 950 Constitutionality of State Statutes
	<input type="checkbox"/> 440 Other Civil Rights			

**V. ORIGIN**

(Place an "X" in One Box Only)

<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify)	<input type="checkbox"/> 6 Multidistrict Litigation	<input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judgment
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Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

TITLE 5 USC CFR 226.23(d)(i)

**VI. CAUSE OF ACTION**

Brief description of cause:

Fraud

**VII. REQUESTED IN COMPLAINT:** CHECK IF THIS IS A CLASS ACTION  
UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:  
JURY DEMAND:  Yes  No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

2/10/2008

John C. Ottens

FOR OFFICE USE ONLY

RECEIPT # 147453

AMOUNT \$350

2/11/08 BH

APPLYING IFFP

JUDGE

MAG. JUDGE